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ABSTRACT

This agreement between the Faculty Council of Alpena Community College and the Alpena Board of Education covers the period of August 19, 1973 to August 18, 1974. Articles of the agreement cover the preamble; agreement; recognition; instructor's rights; board rights; employment practices; instructor's work load; holidays, vacations, leaves of absences; fringe benefits; compensation; deductions; calendar; grievance procedure; reprisal clause; and changes in the contract for 1974-75 and ratification. (MJM)

Alpena Community College
Michigan
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AGREEMENT

between
the

FACULTY COUNCIL of ALPENA COMMUNITY COLLEGE

and the

ALPENA BOARD OF EDUCATION

August 19, 1973 - August 18, 1974

U.S. DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION

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ARTICLE I

PREAMBLE

WHEREAS The Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the legally designated representative of its teaching personnel with respect to hours, wages, and conditions of employment, and having arrived at certain understandings:

Now, therefore, the parties agree as follows:

ARTICLE II

AGREEMENT

THIS AGREEMENT, entered into this 4th day of September, 1973, by and between the ALPENA PUBLIC SCHOOLS, ALPENA AND PRESQUE ISLE COUNTIES, MICHIGAN, (hereinafter called the "Board") and THE FACULTY COUNCIL OF ALPENA COMMUNITY COLLEGE, A DISTRICT OF THE MICHIGAN ASSOCIATION FOR HIGHER EDUCATION, A DEPARTMENT OF M.E.A. (hereinafter called the "Faculty Council") shall be in effect from August 19, 1973, through August 18, 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

THIS AGREEMENT shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to the Agreement.

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any provision of this Agreement which is found to be contrary to law, but becomes legal during the life of this Agreement, shall take immediate effect upon the enactment of such legislation.

The Faculty Council will not engage in strike action of any type during the life of this contract.

ARTICLE III

RECOGNITION

The Board recognizes the Faculty Council as the sole and exclusive bargaining representative for all personnel who are teaching eight (8) or more equated hours, librarians, and counselors, excluding manpower instructors and aides. The term "instructor" shall hereinafter refer to all personnel in the bargaining unit represented by the Faculty Council.

ARTICLE IV
INSTRUCTOR RIGHTS

A. Religious and Political Rights:

Instructors shall be entitled to full rights of their citizenship and no religious or political activities of any instructor or the lack thereof shall be grounds for discipline or discrimination with respect to the employment of such instructor. Religious or political activities must be conducted on the instructor's own time or on such school time as may be agreed upon between the superintendent and the instructor.

B. Employment Relations Rights:

The Board agrees that it will neither directly nor indirectly discourage, deprive or coerce any instructor in the enjoyment of any rights conferred by Act 379 of the Michigan Public Acts of 1965 or other laws of the State of Michigan or the Constitutions of the State of Michigan and the United States; that it will not discriminate against any instructor with respect to hours, wages, or any other terms of employment because of his participation in collective professional negotiations with the Board or his initiation of any grievance complaint.

C. Tenure:

The Board shall provide tenure to instructors as described in the State of Michigan Tenure Act of 1964. A local Board of Appeals will be established to hear cases appealed by dismissed instructors. The Board of Appeals will be composed of three (3) members; one selected by the superintendent, one by the Faculty Council and the third by mutual agreement of the two parties, final disposition by this Board shall be binding on both parties.

D. Financial Responsibility:

1. Any instructor who is not a member of the Faculty Council in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a fee to the Faculty Council an amount equal to membership dues of the Faculty Council and its state and national affiliates. The instructor may authorize the payroll deduction of such fee.

2. In the event that an instructor does not pay such fee directly to the Faculty Council or authorize payment through payroll deduction, as provided heretofore, the Board shall notify at once such instructor or instructors that their services shall be terminated as soon as a qualified replacement can be obtained or no later than the end of the current school year. The parties expressly recognize that the failure of any instructor to comply with the provisions of this article is just and reasonable cause for discharge from employment.

3. The procedure in all cases where services are to be discontinued based upon non-compliance with this article shall be as follows:

(a) The Faculty Council shall notify the instructor of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

(b) If the instructor fails to comply, the Faculty Council may file charges in writing, with the Board, with a copy sent to the instructor, and shall request termination of the instructor's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

(c) The Board or its authorized agents, upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said instructor is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said act. In the event of compliance at any time prior to discharge, charges shall be withdrawn.

(d) In cases in which an instructor or instructors contest a discharge under the provisions of this article, and it is necessary for the Board to defend its position and to engage legal council and to incur expenses in so doing, the Association agrees to pay such expenses so incurred by the Board. Legal council to be selected by mutual agreement of the Faculty Council and the Board.

(e) In the event the Board, acting on the request of the Faculty Council, discharges or attempts to discharge an instructor for failure to comply with this article, the Faculty Council agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from such action except for any loss which may be caused by malfeasance or misfeasance of the Board's employees or agents.

E. Financial Information:

The Board shall make available to the Faculty Council upon its request such statistics and financial information related to the Alpena Public Schools and in possession of the Board which are necessary for the negotiation of collective bargaining agreements, as well as records in possession of the Board which may be necessary for the Faculty Council to process any grievance.

F. Negotiating Representatives:

Neither party shall have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the majority of the Board and by a majority of the membership of the Faculty Council. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals and consider proposals in the course of negotiations, subject only to ultimate ratification.

G. Recognition of Resource Person:

The Board will recognize a designated member of the Faculty Council to act as a resource person to the Board on questions which arise concerning agenda items.

H. Selection of President:

Faculty Council representatives shall be involved in the selection process for the appointment of the college president whenever such position is vacant or a successor is to be selected for the incumbent.

I. Curriculum:

Any change in the curriculum or any new programs shall be referred to the Faculty Council's Curriculum Committee for their recommendations.

J. Copies of Agreement:

Copies of this Agreement shall be provided at the expense of the Board and presented to all instructors now employed or hereafter employed at Alpena Community College. Further, the Board shall furnish fifty (50) copies of this Agreement to the Faculty Council for its use.

ARTICLE V
BOARD RIGHTS

Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the function of management, including the right to make such rules not inconsistent with the terms of this Agreement relating to its operation of the school system as it shall deem advisable.

The Board on its own behalf and on the behalf of the electors of the Alpena Public School District, retains and reserves unto itself, without limitation, all rights, powers, authorities, duties and responsibilities conferred upon and invested in it by the laws and Constitutions of the State of Michigan and the United States. The right to select and hire, to promote to a better position, and to maintain discipline and efficiency of employees, and the right to discharge, demote or discipline for cause is recognized by both the Faculty Council and the Board as the proper responsibility and prerogative of management, to be held and exercised in a fair and just manner.

ARTICLE VI
EMPLOYMENT PRACTICES

A. Conditions of Employment:

1. Assignment

Instructors will not without good reason and consent be assigned teaching responsibilities outside their field of preparation. If this condition becomes temporarily necessary, the instructor will be evaluated only on the basis of his major or minor field of training.

2. Vacant or New Positions

(a) Notification

Notification of all vacant or new positions, including administrative positions, will be made to the Faculty Council by the administration at the time the decision is made to fill the opening. This notification shall be in a form suitable for posting, and will include a general description of the position and its requirements. Instructors who have the qualifications for the position will have ten (10) school days after the date of the listing in which to apply. Openings occurring during the summer months or during the last two weeks of the spring semester will be made known to instructors by including the posting in their pay envelopes and they will have fourteen (14) calendar days after that pay day in which to apply.

The Faculty Council recognizes that when openings occur during the school year it may be difficult to fill them from within the college without undue interruption to the existing instructional program. If the president so determines, such position may be filled on a temporary or tentative basis until the end of the current year, at which time the position will be considered vacant.

(b) Application

An instructor desiring assignment to a new or vacant position shall submit a written application to the appropriate department chairman and dean. The application shall state the position sought and the applicant's qualifications.

It shall be the policy of the Board to employ the applicant who has the best training, experience and personal qualities. Members of the bargaining unit will be given preference when all the qualifications of local and outside applicants are equal.

An instructor not selected for a position shall be notified of the action prior to the appointment. Upon request such instructor may meet with the president or his designee to discuss the decision. A written summary of the conference shall be provided upon the request of the instructor.

(c) Return to Teaching Assignment

Any instructor within the system, assigned to an administrative position, who returns to instructor status shall be entitled to retain such rights as he may have had under this Agreement prior to such assignment.

3. Health Examinations

The Board reserves the right to request, in writing, a health examination, and will provide the form to be used. When an examination is requested by the Board, the expense will be paid by the Board.

4. Personnel Files

An instructor shall have the right to review the contents of his personnel file. A representative of the Faculty Council may be requested to accompany the instructor in such a review. Confidential credentials and related personal references normally obtained at the time of employment are specifically exempt from such review and shall be removed prior to the review of the file. No disciplinary or evaluative material will be placed in an instructor's personnel file without notification. (A copy of said material marked "For Personnel File" given to the instructor will serve as notice.) The instructor may include a written response.

5. Reduction of Staff

Should a substantial decrease in student enrollment or other conditions make necessary a reduction in the number of instructors employed, the Board shall accomplish the reduction according to the following stipulations:

(a) Within a department affected by a reduction of staff, the order of reduction shall be part-time instructors, probationary instructors, and tenure instructors. Within each of these employment groups, seniority at Alpena Community College and the instructor's area of competency shall be the criteria for retention.

(b) An instructor affected by staff reduction within a department may, provided that he is qualified and has taught in the area, replace an instructor in another department who has less seniority at Alpena Community College.

(c) Instructors, in the reverse order of release, shall be offered their choice of any openings, for which they are qualified, which develop during the following two years in Alpena Community College.

(d) Upon his return, each instructor shall be granted the same status regarding tenure, salary and fringe benefits that were his at the time of release. Advanced training acquired during such release shall apply toward placement on the salary schedule.

6. Retirement

Retiring instructors who serve ten (10) or more years may be considered for emeritus appointment on the recommendation of the Faculty Council and the administration. All courtesies extended to the active staff shall apply to emeritus instructors. An instructor shall retire from full-time service at the conclusion of the fiscal year in which he reaches the age of sixty-five (65).

B. Instructor's Work Load:

1. Normal Load

Time and service expected of instructors beyond classroom duty hours and the customary professional meetings will be contained within a forty (40) hour week. College instructors shall meet with classes as per schedule, based on a maximum normal load of 16.0 equated hours per semester.

Equated hours are calculated in the following manner:

Lecture and Recitation	1 to 1
Scheduled Labs	.9 to 1
Certificate Programs	8/15 to 1

2. English Class Size

The size of classes in English Composition shall be in close accord with a recommended average class of twenty-five (25) students while the class size in Basic English shall be in close accord with a recommended average class of seventeen (17) students.

3. College Music

The music instructor responsible for Collegiate Singers shall receive two (2) equated hours per semester when determining normal load. The music instructor responsible for individual vocal or instrumental instruction shall receive credit toward his load at a rate equivalent to 0.20 times the number of students assigned to him each semester.

4. Independent Study

An instructor responsible for independent study for credit shall receive credit toward his load at a rate equivalent to 0.20 times the number of students assigned to him each semester. All independent study programs shall have the approval of the instructor, department chairman, and appropriate dean.

5. Overload

Overload beyond sixteen (16) hours may be assigned only with the written consent of the instructor.

6. Office Hours

Instructors are to submit a minimum schedule of six (6) office hours weekly for student consultation to their Dean for approval. Such office

hours shall be posted on office doors for student information and shall be spread over the weekly schedule as uniformly as possible. Each instructor shall also announce to each class, within the first week of each semester, the hours available for consultation.

7. Registration

Instructors shall participate in the registration, orientation, and enrollment of students during regularly scheduled work days (exclusive of summer school) except when professional academic duties prevent such participation and prior approval has been given by the president.

8. Preparations

Exclusive of physical education activity courses, instructors having in excess of three (3) preparations per semester as part of their regular teaching load shall be paid Two Hundred Dollars (\$200) per extra preparation if the classload average is twenty (20) students or more.

C. Summer Session:

1. An instructor desiring summer teaching employment shall submit a written request before March 1 to his department chairman and the appropriate dean indicating the courses he wishes to teach.

2. The summer curriculum will be presented to the public by April 1, which will allow students to make plans for the summer session.

3. Written commitment for all class assignments will be made by May 15.

4. If an approved college class for which a written commitment is given does not materialize, the college will provide an equivalent assignment. Acceptance of this alternate assignment is at the option of the instructor, who will then be released from the commitment if he does not desire the assignment.

D. Part-time Instructors:

1. Part-time instructors, within the bargaining unit, shall schedule office hours proportional to those of full-time instructors, and shall assist in student advising.

2. All part-time instructors within the bargaining unit will share proportionally in all benefits.

3. If two or more part-time instructors are scheduled for fifteen (15) hours or more on campus in one area for two consecutive semesters, a full-time instructor will be employed for this assignment for the following semester.

E. Additional Contract Days:

An instructor in the Student Services area may be assigned (during the first week of school) Student Services duties of up to thirty (30) additional work days, fifteen (15) of which may be assigned by the Dean and the other

fifteen (15) by mutual agreement. The student service work calendar will not necessarily coincide with the regular faculty work calendar but shall be determined by the Dean of Student Services.

E. Other Conditions:

1. Evening Classes

An instructor assigned an evening class which begins after 6:00 p.m. as a part of his normal load shall not be assigned, without his consent, a class prior to 9:00 a.m. on a morning after he has taught an evening class.

2. Out-of-District Classes

An instructor shall not be assigned duties out of the district without his consent.

3. Saturday Classes

If an instructor is assigned Saturday classes, such classes shall be followed by two (2) consecutive calendar days which are free of classes for the affected instructor, unless he shall give his consent otherwise.

4. Professional Organization Participation

Instructors are encouraged to participate and hold office in professional organizations and conferences. Upon written request to the appropriate dean or the president, released time may be granted for such participation. Expenses authorized by the appropriate dean or the president will be paid according to the Board policy on travel reimbursement, if said instructor is not otherwise reimbursed.

Instructors selected by the Faculty Council may be released for education association business during the year upon approval of the president or appropriate dean, subject to the Faculty Council's willingness to cover the assignment.

ARTICLE VII

HOLIDAYS, VACATIONS, LEAVES, ABSENCES

A. Holidays and Vacations:

The number of days that instructors meet with students in a year are limited and, therefore, every effort should be made to preserve them. A teaching contract assumes full service except for necessary absences and leaves as covered in this Agreement. Absences taken during the school year, other than those for which provision has been made under this Agreement, shall not be permitted.

B. Leaves of Absence:

At the discretion of the Board, it shall be the policy to grant leaves of absence for the following reasons: Maternity, Adoptive, Exchange, Writing, Travel, Study, Health, and Sabbatical.

1. Maternity

An instructor shall be granted a maternity leave without pay for a period not to exceed four (4) semesters upon request. An employee requesting such leave shall file her request in writing as soon as possible but no later than the third month of pregnancy and shall indicate the length of the requested leave. The approved leave shall become effective on the date requested by the employee as long as she can perform all the duties of her position and has on file in the personnel office a monthly letter from her doctor indicating that she is capable of performing her job without injury to herself or her unborn infant(s) and will sign a waiver of liability so that neither the Association or the Board can be held liable for injury or disability to the infant(s) caused by her working beyond the third (3rd) month of pregnancy, should these conditions not be met then she will be immediately placed on maternity leave.

Notice of intention to return from leave must be sent in writing to the personnel office ninety (90) days prior to the semester of return if the return is to be in the fall and sixty (60) days prior to the semester of return if the return is to be spring semester. Failure to provide such notice shall be the equivalent of a resignation. The Board must notify the employee on leave in writing of the approaching deadline at least thirty (30) days prior to the leave deadline. Her request to return must be accompanied by a physician's statement certifying her physical and emotional fitness to return to teaching.

She will be assured her original position or a vacant position within the area of her interests, abilities, and training when she returns.

Upon return all benefits possessed at the time of the leave will be restored (tenure status, seniority or its equivalent, accumulated sick leave, points, etc.) and she shall return to the point on the salary schedule at which she left.

(a) Pregnancy shall not be considered as sick leave within the interpretation of sick leave policy. However, for instructors not on maternity leave, temporary disabilities caused by the pregnancy, miscarriage, childbirth and recovery therefrom will be treated as sick leave.

2. Adoptive

An instructor may be granted an adoptive leave without pay for a period not to exceed four (4) semesters if requested within thirty (30) days after the child is assigned.

While on leave, the instructor shall maintain full continuing tenure status, seniority, accumulated sick leave, and shall return to the point on the salary schedule at which he left.

Notice of intention to return from leave must be sent in writing to the personnel office ninety (90) days prior to the semester of return if the return is to be in the fall, and sixty (60) days prior to the semester of return if the return is to be the second semester. Failure to provide such notice shall be the equivalent of a resignation. The Board must notify the instructor on leave in writing of the approaching deadline at least thirty (30) days prior to the leave deadline.

The instructor will be assured his original position or a vacant position within the area of his interests, abilities, and training when he returns.

3. Exchange

Instructors may be granted a one (1) year leave of absence with pay to teach in a foreign country, provided that such country agrees to furnish an instructor of like rank or level to fulfill the duties of the instructor who is on leave. Eligibility is dependent upon a satisfactory record of at least two (2) years continuous employment by the Board.

While on leave, the instructor shall maintain full continuing tenure status, seniority, accumulated sick leave; and shall be granted increment credit on the salary schedule as if he had been in school district employment during the period of the leave.

Notice of intention to return from leave must be sent in writing to the personnel office by May 1 of the leave year, and failure to provide such notice shall be the equivalent of a resignation. The Board must notify the instructor on leave in writing of the approaching deadline at least thirty (30) days prior to the leave deadline.

The instructor will be assured his former position, or a vacant position within the area of his interests, abilities, and training when he returns.

4. Writing, Travel, and Study

An unpaid leave of one (1) year may be granted to any instructor after completion of a satisfactory record of at least two (2) years continuous employment by the Board, upon application, for the purpose of engaging in writing, travel or study at an accredited college or university.

While on leave, the instructor shall maintain full continuing tenure status, seniority, accumulated sick leave; and shall be granted increment credit on the salary schedule as if he had been in school district employment during the period of the leave.

Notice of intention to return from leave must be sent in writing to the personnel office by May 1 of the leave year, and failure to provide such notice shall be the equivalent of a resignation. The Board must notify the instructor on leave in writing of the approaching deadline at least thirty (30) days prior to the leave deadline.

The instructor will be assured his original position or a vacant position within the area of his interests, abilities, and training when he returns.

5. Health

An instructor who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of the illness or disability for up to one (1) year. An extension of this leave may be granted only at the recommendation of the superintendent.

While on leave, an instructor shall maintain the same tenure status and seniority he had at the time the leave started and shall return to the point on the salary schedule at which he left.

Notice of intention to return from leave must be sent in writing to the personnel office prior to the end of the leave year or the extension and failure to provide such notice shall be the equivalent of a resignation. The Board must notify the instructor on leave in writing of the approaching deadline at least thirty (30) days prior to the leave deadline. The request to return must be accompanied by a physician's statement certifying the instructor's physical and emotional fitness to return to teaching. The release to return must be furnished by the instructor at his expense.

An instructor returning from leave will be placed in an available position within the area of his interests, abilities, and training.

6. Sabbatical

A leave of one or two semesters at one-half (1/2) pay may be granted to any instructor after seven (7) consecutive years of teaching for the Board.

If yearly lesson plans are needed for the course usually taught by the applicant, these would be a prerequisite to the leave.

No more than two (2) staff members shall be absent on sabbatical leave at any one time.

Applicants are required to submit a written application which should state how the applicant hopes the leave will enable him to make a definite contribution to the educational process; or how he hopes the leave will improve himself and his teaching. This must be filed with the president as soon as possible in the school year, and not later than March 1 in the year preceding the leave.

All applications shall be reviewed for recommendation to the superintendent by a committee consisting of six (6) members, three (3) appointed by the superintendent and three (3) by the Council. The committee shall consider

among other qualifications the following: the written acceptance of the applicant into a graduate program of study, the extent of the applicant's professional study, travel, research, growth, contributions, and successful service during his seven (7) years employment.

An instructor on sabbatical leave shall retain tenure, sick leave benefits, and salary schedule status, and shall be assured his original position or a vacant position within the area of his interests, abilities, and training when he returns. He shall be given the same hospital, medical, surgical (and other instructor benefits) he would be provided if he were teaching regularly. He shall be granted increment credit on the salary schedule as if he had been in school district employment during the period of the leave.

In case of injury to, or other illness of, the employee during the leave which prevents his completing the purpose of the leave, the sabbatical leave will be terminated and all provisions of sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of said illness to the superintendent, verified by a medical doctor's report.

Instructors receiving a sabbatical leave shall continue their employment with the Board for a period of two (2) years following the leave. Instructors who elect to terminate their employment with the Board prior to this shall repay to the Board the stipend paid during the sabbatical leave.

C. Absences:

1. Emergency Illness Absence

Instructors required to be absent because of an emergency illness of a member of the immediate family may draw their regular salary, not to exceed five (5) days in any one year. The emergency illness absence days shall be deducted from sick leave days.

The term "immediate family" in this section shall be defined to include "spouse, children or step-children, parents or step-parents, brothers or sisters of the instructor and/or spouse; and any of the following living with the instructor at the time of illness: step-brothers, step-sisters, grandparents or grandchildren, sons-in-law, daughters-in-law of the instructor and/or spouse, and an individual living with the instructor on a non-commercial basis".

2. Personal Sickness Absence

Upon employment an instructor shall receive a bank of thirty (30) sick leave days to be used in case of personal illness during the first two (2) years of employment. Commencing with the third (3) year, additional personal sick leave days will be granted at a rate of fifteen (15) days per year at the beginning of each school year. Unused sick leave days are cumulative, but shall never exceed one hundred eighty (180) days. If the instructor leaves the Alpena Public School System at the conclusion of one (1) year, sick leave taken in excess of fifteen (15) days is to be deducted from the final pay check(s). If a physician's release to return is requested, it must be furnished at the instructor's expense.

(a) Pregnancy shall not be considered as sick leave within the interpretation of sick leave policy.

(b) Instructors shall not receive severance pay for unused sick days either upon retirement or upon termination of the contract, as this policy is a protective benefit granted only to the employees, per se, of the Alpena Public School System.

(c) A record of accumulated sick leave days shall be compiled by the business office and forwarded to all instructors at the beginning of each school year.

3. Bereavement Absence

Instructors absent from duty because of the death of a member of the immediate family, or a relative with whom they may at the time be living, may draw a regular salary not to exceed five (5) days per occurrence. These days are independent of sick leave days and are noncumulative.

The term "immediate family" in this section shall be defined to include spouse, children or step-children, parents or step-parents, brothers or step-brothers, sisters or step-sisters, grandparents or grandchildren, sons-in-law, daughters-in-law of the instructor and/or spouse, and an individual living with the instructor on a non-commercial basis.

4. Personal Day Absence

Personal absence is provided for activities that require instructor's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. Personal absence is not to be interpreted as being for vacation or recreational activities. If an instructor finds need to take leave of his duties for personal reasons, he shall be granted a leave of two (2) days with pay per year. These days are to be taken in increments of full or one-half (1/2) days only. Additional days may be taken at the instructor's own expense on the approval of the superintendent. An instructor planning to use a personal absence day shall request from and receive permission from the president by noon of the preceding day and ascertain that his absence will be covered by a substitute or other arrangement, except in case of an emergency. Personnel shall not be granted a personal absence day for a day immediately before or after a holiday, vacation period, or during the first or last week of a semester except in provable emergencies.

5. Act of God Absence

Should instructors be hampered in fulfilling their duties as a result of an Act of God, (e.g., rain, snow, sleet, accident, etc.) they shall not be considered absent without leave; providing that the circumstances are immediately made explicit to and approved by the president or his designated representative.

6. Jury Duty Absence

Instructors required to serve jury duty shall be granted leave without loss of pay or leave. The instructor will sign over his jury duty pay to the Board.

7. Subpoena Absence

Instructors required to be absent because of a subpoena, when such is in the line of public service and not a result of a subpoena which has been served on an individual as a result of a violation of the law, shall be granted leave without loss of pay or deduction from sick or other personal leave. Any remuneration the said instructor would receive from such service will be signed over to the Board.

8. Physical Examination for the Draft Absence

When an instructor has been ordered to report for a physical examination for the draft, such absence shall be granted without loss of pay or deduction from sick or other personal leave.

9. Visitation Day Absence

The Board shall grant one (1) observation day per year upon the request of the instructor and the appropriate dean. The superintendent may grant additional days at the request of the appropriate dean. These days are not cumulative.

Should an instructor be requested by the president to make a visitation, regular pay plus travel expenses will be granted in accordance with the travel expense policy.

ARTICLE VIII

FRINGE BENEFITS

A. Life Insurance:

The Board will provide the opportunity for instructors to participate in a Seven Thousand Five Hundred Dollar (\$7,500) group paid-up life insurance plan. The instructor will contribute Seven Dollars and Fifty Cents (\$7.50) per month, and the Board will pay the balance of the monthly premium.

B. Income Protection Insurance:

The Board shall provide income protection insurance for each instructor with a carrier of the Board's choice. The protection provided shall be: payment of no less than sixty-three percent (63%) of an instructor's monthly contractual salary (not to exceed One Thousand Dollars [\$1,000] per month) commencing on the one hundred eightieth (180th) day of disablement or at the termination of the instructor's district sick leave benefits, whichever is later. Payment of these benefits shall continue until age sixty-five (65) is reached.

C. Hospital-Medical Insurance:

The insurance carriers approved by the Board shall be Michigan Hospital Service-Michigan Medical Service (Blue Cross-Blue Shield) and the Michigan Education Special Service Association (MESSA). The instructor may select either Blue Cross-Blue Shield or MESSA insurance carrier. The Board will pay an amount not to exceed Fifty Dollars and Ninety-nine Cents (\$50.99) toward the full cost of either: Blue Cross comprehensive hospital, semi-private/riders D45, IMB/Blue Shield MVF-1, rider OB, rider DCCR and 65 option exact fill and Master Medical or MEA Super Med. 2 (These funds may not be used in any way other than procurement of this insurance protection.)

D. Tax-Sheltered Annuities:

Annual tax-sheltered annuity deductions are authorized up to twenty (20) percent of annual salary with a minimum of Two Hundred and Forty Dollars (\$240). Instructors may select an insurance carrier of their choice.

E. Part-time Benefits:

All part-time instructors within the bargaining unit will share proportionally in all fringe benefits.

ARTICLE IX
COMPENSATION

A. Salary Schedule:

1. Placement on Salary Schedule

New instructors may be granted up to ten (10) years appropriate industrial or business experience. Teaching experience up to ten (10) years shall be granted. In no case will total experience granted be greater than a combined maximum of ten (10) years.

It is understood and agreed that the provisions of this section are prospective only and not retroactive and shall not affect the status of those instructors employed at any time prior to the 1973-74 school year, nor shall those instructors make these provisions a subject of grievance.

2. Salary Schedule for Instructors without a Degree

All instructors without a degree shall be paid an amount per contract hour per week that is the product of \$8.07 and the appropriate factor from the following schedule:

<u>Step</u>	<u>Factor</u>
1	1.00
2	1.045
3	1.090
4	1.14
5	1.19
6	1.24
7	1.29
8	1.35
9	1.41

It is understood and agreed that the provisions of this section are prospective only and not retroactive and shall not affect the status of those instructors employed at any time prior to the 1971-72 school year, nor shall those instructors make these provisions a subject of grievance. Weeks worked will be determined by dividing contract days by five (5).

3. Salary Schedule for Instructors with a Degree - 1973-74

	BA/BS	BA/BS + 15 hrs.	BA/BS + 30 hrs.	MA/MS	MA/MS + 15 pts.	MA/MS + 30 pts.	Ed.S.	Ph.D.
1.	8843	9108	9374	9727	9993	10258	10523	11231
2.	9241	9506	9772	10169	10435	10744	11010	11717
3.	9639	9904	10169	10612	10877	11231	11496	12203
4.	10081	10346	10612	11098	11363	11717	12026	12734
5.	10523	10788	11054	11584	11850	12248	12557	13265
6.	10965	11231	11584	12115	12380	12778	13088	13795
7.	11407	11673	12115	12645	12911	13309	13618	14326
8.	11938	12203	12645	13176	13441	13839	14193	14900
9.	--	12734	13176	13707	13972	14414	14768	15475
10.	--	13265	13707	14237	14547	14989	15343	16050
11.	--	13795	14237	14812	15122	15564	15917	16625
12.	--	--	15033	15608	15917	16360	16713	17421

4. Points

Items that qualify as salary schedule points to be permanently retained by the instructor are:

- | | Max. |
|--|------|
| (1) Graduate credit. 1 semester credit hour = 1 point | |
| (2) Undergraduate credit with the recommendation of the appropriate dean. 1 semester credit hour = 1 point | 5 |
| (3) Professional publications. Number of points awarded to be evaluated by the point evaluation committee. | 5 |
| (4) Research with the recommendation of the appropriate dean. Number of points awarded to be evaluated by the point evaluation committee. 1 to 2 points per project. | 5 |

All points except undergraduate and graduate credit must be evaluated by the point evaluation committee. No more than one-third (1/3) of the points necessary for placement on any salary schedule column may be other than graduate and undergraduate credit points.

Points will be evaluated during the first month of the fall and spring semesters and during the last month of the spring semester by a committee made up of the superintendent, the president, the president of the Faculty Council and the chairman of the Faculty Council's Personnel Policies Committee (or their designated representatives). Application for points other than undergraduate and graduate credit must be made within one (1) year after they have been earned.

Graduate and undergraduate semester hours used for placement on the BA/BS + 15, BA/BS + 30, MA/MS + 15, and MA/MS + 30 must be earned after completion of the appropriate degree.

5. Changes in Salary Category

Changes in salary category will be made when appropriate evidence of undergraduate and graduate credit hours has been submitted to the personnel office and/or points have been approved by the point evaluation committee.

(a) An up-to-date transcript of all degrees awarded and hours earned from each institution attended is required. Thereafter, it will only be necessary to present credit slips which will be duplicated and attached to the transcripts.

(b) Payment for credits earned toward placement on the salary schedule will be retroactive thirty (30) days from the receipt of satisfactory evidence, but in no case earlier than the completion date of the course(s).

(c) Payment for points approved at the beginning of each semester will be retroactive to the beginning of that semester.

B. Part-time Instructors with a Degree:

Pay for part-time instructors within the bargaining unit with a degree shall be calculated using the following formula:

$$\text{Pay} = (\text{appropriate full-time pay}) \times \frac{(\text{equated hours})}{31}$$

C. Other Compensation:

1. Department Chairmen

Department chairmen shall receive extra pay which shall be the larger of: (1) five (5) percent or (2) three (3) percent plus one-half (1/2) percent per instructor teaching full time or more and a proportionate percentage for instructors teaching less than full time in that chairman's department on campus.

2. Extracurricular Duties

The extra pay is to be based on the step of the salary schedule corresponding to the number of years of experience the individual has in that specific duty.

Basketball Head Coach	12%
Baseball Coach	8%
Basketball Assistant Coach	7%
Choral Society Director	6%
Track Coach	5%
Tennis Coach	5%
Golf Coach	5%
Magazine Advisor (1 issue per semester)	5%
Newspaper Advisor (8 issues per year)	5%
Cross Country Coach	5%
Debate Coach	4%
Drama Coach	4%
Forensics Coach	3.5%
Cheerleader Coach	3%

3. Extra Preparations

Exclusive of physical education activity courses, instructors having in excess of three (3) preparations per semester as part of their regular teaching load shall be paid Two Hundred Dollars (\$200) per extra preparation if the class-load average is twenty (20) students or more.

4. Maintenance

Instructors assigned duties involving care and repair of instructional equipment after school hours shall be paid Two Hundred and Seventy-five Dollars (\$275) per year. Past practice will not prejudice assignments in this area.

5. Overload

Remuneration for overload over sixteen (16) hours shall be calculated as follows:

$$\text{Overload remuneration} = \frac{(\text{total equated hours} - 16)}{32} \times \text{yearly salary}$$

6. Summer Orientation and Enrichment Programs

Instructors who work in the summer orientation and/or enrichment programs will be paid the following hourly rates:

<u>Step</u>	<u>Hourly Rate</u>
1	\$ 6.00
2	6.25
3	6.50
4	6.75
5	7.00

7. Off-Campus, Part-time and Summer School Pay Schedule

(a) Off-campus (classes taught outside the Alpena Public School District) and part-time instructors will be paid Two Hundred Dollars (\$200) per equated hour of instruction plus Ten Dollars (\$10) per enrolled student over the basic class of fifteen (15) students. In the event an instructor's load on campus is less than fourteen (14) equated hours, he shall be offered an appropriate off-campus class, if scheduled, at the full on-campus rate.

(b) Summer school instructors will be paid Two Hundred Fifty Dollars (\$250) per equated hour of instruction plus Ten Dollars (\$10) per enrolled student over the basic class of fifteen (15) students. (This does not include instructors in certificate programs which extend beyond the normal regular school year.)

8. Research Agreements

Where research is needed to develop a new instructional program, the rate of payment shall be Five Dollars and Fifty Cents (\$5.50) per clock hour. This rate is not intended to limit the amount allowed for governmental agency financed programs but is a recommended minimum.

9. Payment for Advanced Training

Instructors who earn graduate credit, or up to a maximum of five (5) hours of undergraduate credit with prior approval of the appropriate dean, from an accredited institution will be reimbursed Twenty Dollars (\$20) per semester credit hour for courses taken on campus and Ten Dollars (\$10) per semester credit hour for courses taken off campus up to a maximum of six (6) semester hours per year. To qualify for reimbursement, the instructor must obtain prior written

consent from the appropriate dean (work applying directly toward a graduate degree shall be approved if requested). Request for payment is to be made in May of each year for work completed prior to May 1 and payment will be made in June.

10. Travel Pay

A rate of Twelve Cents (12¢) per mile will be paid to instructors who are authorized to use their personal automobiles for travel.

11. Vocational Certification

Instructors who must acquire additional certification in order to teach vocational courses shall receive compensation based on a formula of One Hundred Fifty Dollars (\$150) per year for each year of business or industrial experience required for vocational certification, or the appropriate prorated amount for less than full-load vocational instruction.

12. Additional Contract Days

An instructor in the Student Services area assigned to work additional days shall be paid an amount in addition to his appropriate salary:

Additional Salary = $\frac{\text{additional days worked}}{\text{calendar work days}} \times \text{appropriate full-time pay}$

This additional salary shall be prorated as evenly as possible over the year's pay.

13. Salary Payment

Base salaries shall be paid in twenty-six (26) equal payments every other Friday. It shall be the intent that checks will be available in sealed envelopes on the last day of school during the week of a scheduled payday. The second pay check of each semester and the first pay check following the last day of the spring semester may be withheld until the requirements concerning professional staff records have been met.

Compensation other than base salary shall be identified on an itemized statement and both the compensation and statement will be included with the instructor's pay check near the mid-point of each assignment.

ARTICLE X

DEDUCTIONS

A. Authorized Payroll Deductions:

Instructors may authorize the following payroll deductions, which shall continue in effect from year to year unless revoked in writing:

1. Dues for the Faculty Council and Its State and National Affiliates.

The Board shall deduct one-twelfth (1/12) of such dues from the second regular salary check of the instructor each month for twelve (12) months beginning in September and ending in August of each year. Deductions for instructors employed after the commencement of the school year shall be appropriately prorated.

With respect to all sums deducted by the Board pursuant to authorization of the instructor whether for membership dues or equivalent fee, the Board agrees to promptly remit to the Faculty Council those sums collected.

2. United Fund
3. Savings Bonds
4. Credit Union
5. Tax-sheltered Annuities
6. Life insurance
7. Aetna Life and Casualty EPIC automobile insurance
8. Aetna Life and Casualty EPIC homeowner's insurance

B. Deductions for Unauthorized Absences:

Deductions for unauthorized absences shall be computed on the basis of the number of contracted days and the instructor's base salary. Additional deductions shall be made for special duties or extra responsibilities which are not fulfilled as a result of the unauthorized absences based on the number of days or productions in the program and the salary for the special duty or extra responsibility.

ARTICLE XI

ALPENA COMMUNITY COLLEGE CALENDAR

1973-74

Fall Semester

Aug. 20, 21, 22
21, 22
23

Orientation and Faculty Meetings
Registration
Classes Begin

Sept. 3
Oct. 19
Nov. 22, 23
Dec. 17-21
Dec. 21
Dec. 22
Dec. 24-Jan. 4

Labor Day - no classes
Fall Break
Thanksgiving Vacation
Exam Week*
End of Semester
Grades Due by 9 a.m.
Winter Vacation

Spring Semester

Jan. 7
Jan. 8, 9
Jan. 10
March 1
April 6-15
May 13-17
May 17
May 18
May 19

Inservice and Academic Advising
Registration
Classes Begin
Spring Break
Spring Vacation
Exam Week*
End of Semester
Grades Due by 9 a.m.
Graduation

Summer Session

June 10
July 4
July 19

Classes Begin
No Classes
End of Session

* Exams to be held at scheduled times only

ARTICLE XII
GRIEVANCE PROCEDURE

A. Definitions:

A grievance is a claim by an instructor or the Faculty Council that there has been a violation, misinterpretation, or misapplication of any provisions of this agreement and may be processed as hereinafter provided. All disputes over decisions regarding hiring, probation, awarding or denial of tenure, nonrenewal of contract, and discharge are to be referred to the Tenure Board of Appeals (IV-C) and are not to be made the matter of a grievance.

B. Purpose:

The primary purpose of this procedure is to secure, as near to the initial step as possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing herein contained shall be construed as limiting the right of any instructor with a problem to discuss the matter informally with the appropriate member of the administration.

C. Structure:

The Faculty Council shall establish a grievance committee to process grievances of the personnel it represents.

D. Procedure:

The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after May 1 the time limits may be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as practical.

1. Step One

An instructor with a problem shall discuss it with the appropriate dean or the president within fourteen (14) days of the alleged violation. He may discuss the situation: (a) individually or (b) together with a Faculty Council representative, with the objective of resolving the matter informally.

2. Step Two

In the event the matter is not resolved informally, the problem, stated in writing, may be lodged with or submitted as a grievance to the president of the college within fourteen (14) days following the first meeting with the appropriate dean or the president.

(a) A grievance may be lodged and thereafter discussed with the president:

(1) by an instructor accompanied by a Faculty Council representative;

(2) through a Faculty Council representative if the instructor so requests;

(3) by a Faculty Council representative in the name of the Faculty Council.

(b) The written grievance(s) should be specific. They should name and be signed by the employee(s) involved! They should contain a statement of the facts upon which the grievance(s) is/are based, with respect to wages, hours, and other terms and conditions of employment, and should state the remedy requested.

(c) Within fourteen (14) days after receiving the grievance, the president shall state his decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the instructor(s) and two (2) copies to the Faculty Council grievance committee.

3. Step Three

In the event that the aggrieved person is not satisfied with the decision, the Faculty Council grievance committee shall decide whether or not there is a legitimate grievance. If the Faculty Council grievance committee decides that no grievance exists, and so notifies the claimant, the instructor may continue to process his claim without Faculty Council support. If the Faculty Council grievance committee decides there is a legitimate grievance, it shall immediately process the claim with the Board of Education. The processing of the claim to the Board either with or without Faculty Council support shall be made within fourteen (14) days of the answer given at Step Two. Within fourteen (14) days from the receipt of the written referral by the Board, the Board shall meet with the Faculty Council grievance committee for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within fourteen (14) days.

4. Step Four

If either party is not satisfied with the disposition of the grievance at Step Three or the Step Three time limits expire without action, then the grievance may be submitted to final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If neither party files a Demand for Arbitration within thirty (30) days of the date of disposition of the grievance at Step Three or the date the Step Three time limit expires without action, whichever date is later, then the grievance shall be deemed withdrawn.

Neither the Board nor the Faculty Council will be permitted to assert any grounds or evidence not previously disclosed to the other party.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. However, it is mutually agreed that the arbitrator is empowered to include in his award such financial reimbursements as he judges to be proper. Each party shall bear the full costs for its side of the arbitration, and will pay one-half (1/2) of the costs of the arbitrator.

E. Rights to Representation:

When an instructor is not represented by the Faculty Council, the Faculty Council shall have the right to be present and to state its views at all stages of the grievance process.

F. Miscellaneous:

1. A grievance may be withdrawn at any step without prejudice.
2. No reprisals shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. Grievances shall be written and filed on the official "Grievance Report Form".

G. Grievance Report Form:

ALPENA COMMUNITY COLLEGE

GRIEVANCE REPORT

Name of Grievant _____		Date Filed _____
Date Cause of Grievance Occurred _____		
Statement of Grievance _____		

Relief Sought _____		

_____		_____
Signature		Date
Date Received by President _____		
Disposition by President _____		

_____		_____
Signature		Date
Position of Grievant and/or Faculty Council _____		

_____		_____
Signature		Date

Note: Additional sheets may be attached to this form if necessary.

Date Received by Superintendent _____

Disposition by Superintendent _____

Signature

Date

Position of Grievant and/or Faculty Council _____

Signature

Date

Date Received by Board _____

Disposition by Board _____

Signature

Date

Position of Grievant and/or Faculty Council _____

Signature

Date

Date Submitted to Arbitration _____

Disposition and Award of Arbitrator _____

Signature

Date

ARTICLE XIII

REPRISAL CLAUSE

The parties hereby expressly agree that there shall be no reprisals, loss of pay, disciplinary action of any kind or nature whatsoever, or any penalties imposed upon the other, their members or employers as a result of any acts or actions which occurred or took place during the bargaining process leading to this Agreement.

ARTICLE XIV

CHANGES IN THE CONTRACT FOR 1974-75

1. The Board will immediately make adjustment to the amount it pays for hospital-medical insurance whenever there is a change in Blue Cross-Blue Shield rates, to reflect the dollar figure which will give the same coverage as \$50.99 does at the start of this contract.
2. The base instructor's salary will be adjusted by adding the change in cost of living.* Hourly rates will be adjusted by adding the same percent change in cost of living.
3. The 1974-75 calendar (to be mutually agreed upon) to be in accord with the same number of instructional days and work days as in the 1973-74 calendar.

* The cost of living will be determined by multiplying \$8843 by the percent change in cost of living from May, 1973, to May, 1974, as determined by U.S. Department of Labor, Bureau of Labor Statistics Bulletin, "Consumer Price Indexes For Urban Wage Earners and Clerical Workers United States City Average and Cities In The North Central Region", the line and column titled "All Items-United States City Average".

ARTICLE XV
RATIFICATION

FACULTY COUNCIL:

BOARD OF EDUCATION:

Dated this 4th day of September, 1973